

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		11. CONTRACT ID CODE J		PAGE OF PAGES 1 02	
2. AMENDMENT/MODIFICATION NO. 00009		3. EFFECTIVE DATE 99OCT01		4. REQUISITION/PURCHASE REQ. NO. 1 SEE SCHEDULE	
6. ISSUED BY 820 CONTRACTING SQUADRON 136 K AVENUE STE 1 SHEPPARD AFB TX		7. ADMINISTERED BY (If other than Item 6) CODE FA3020 76311-2746		5. PROJECT NO. (If applicable) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip code)  URRUTIA, INCORPORATED 186 W COURT SQUARE ST ABBEVILLE AL 36310-2104  CODE FACILITY CODE				(x) 9A. AMENDMENT OF SOLICITATION NO.	
				9. DATED (See item 11)	
				10. MODIFICATION OF CONTRACT/ORDER NO. X F 61299C0003	
				10B. DATED (See item 13) 99FEB28	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified					
12. ACCOUNTING AND APPROPRIATION DATA (If required) CODE: F60700					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14. NO CHG .00					
(x) A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the contract order no in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 14 pursuant to the authority of FAR 43.103(b).					
C. This supplemental agreement is entered in pursuant to authority of:					
X D. Other (Specify type of modification and authority) CHANGES CLAUSE IN ACCORDANCE WITH FAR 52.212-4					
E. IMPORTANT: Contractor is not, is required to sign this document and return ALL copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  POC: ROBERSON, SHARON B. PHONE: 9486767285  SEE SCHEDULE					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15. NAME AND TITLE OF SIGNER (Type or print)  LEN HERNDON, VICE PRESIDENT			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  ROSE MARIE FIDELI		
15B. CONTRACTOR/OFFEROR  <i>Len Herndon</i> (Signature of person authorized to sign)		15C. DATE SIGNED 1/11/00		16B. UNITED STATES OF AMERICA  <i>Rose Marie Fidell</i> (Signature of Contracting Officer)	
		15D. DATE SIGNED		16C. DATE SIGNED 13 Jan 00	

URRUTIA, INCORPORATED

PAGE CODE: MAYU75T DUNS:782691133 TIN: 631938488

1. THE PURPOSE OF THIS MOD IS TO INCORPORATE TWO CLAUSES INTO THE CONTRACT

2. ON PAGE 15 INCORPORATE CLAUSES FAR 52.232-19 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR (IAW 32.705-1(A) (APR 1984) AND FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAR 1999).

3. REPLACE PAGES 15 THROUGH 17 WITH REVISED PAGES 15 THROUGH 17 WHICH SHIFTED DATA DUE TO THE INCORPORATION OF THE TWO CLAUSES.

4. THERE ARE NO MONETARY CHANGES TO THIS CONTRACT.

5. RELEASE OF CLAIMS: IN CONSIDERATION OF THE MODIFICATION AGREED TO HEREIN AS COMPLETE EQUITABLE ADJUSTMENT, THE CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY LIABILITY UNDER THIS CONTRACT FOR FURTHER EQUITABLE ADJUSTMENTS ATTRIBUTABLE TO SUCH FACTS OR CIRCUMSTANCES GIVING RISE TO THIS CONTRACT MODIFICATION.

( END PAGE )

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The \_\_\_\_\_ *[insert name of SBA's contractor]* will notify the 82d Contracting Squadron Contracting Officer in (writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

FAR 52.223-10	Waste Reduction Program (IAW FAR 23.706)	(OCT 1997)
FAR 52.232-18	Availability of Funds (IAW FAR 32.705-1(a))	(APR 1984)
FAR 52.232-19	Availability of Funds for Next Fiscal Year (IAW 32.705-1(b))	(APR 1984)
FAR 52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	(MAY 1999)
FAR 52.237-1	Site Visit (IAW FAR 37.110(a))	(APR 1984)
FAR 52.237-2	Protection of Government Buildings, Equipment, And Vegetation (IAW FAR 37.110(b))	(APR 1984)
FAR 52.237-3	Continuity of Services (IAW 37.11(c))	(JAN 1991)
FAR 52.245-8	Liability for the Facilities (IAW FAR 45.302-6(b))	(JAN 1997)
DFARS 252.204-7004	Required Central Contractor Registration	(MAR 1998)

#### AETC FARs

5352.214-9000	Smoking in AETC Facilities	(JUL 1993)
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Dated 6 Jan 00

(IAW AETC FARS 5314.201-2(h))

5352.237-9001 Preperformance Conference

(JUL 1993)

Offerors/bidders are hereby advised that if they are awarded a contract as a result of this solicitation, they may be required to appear at the 82d CONS/LGCV, 136 K Avenue Suite 1, Building 1664, Sheppard AFB, TX, at a time to be determined by the Contracting Officer to attend a preperformance conference prior to commencement of any work on the military installation.

SHEPPARD AFB CLAUSE

Method of Deduction for Non-Reperformance

In accordance with FAR Clause 52.212-4 (a), entitled "Inspection/Acceptance," the contractor is afforded an opportunity to reperform a service that was missed or not in accordance with the requirements in the Statement of Need (ie. missed collection of a particular rolloff container). However, reperformance must occur before the next scheduled collection date for the item. If reperformance is not accomplished, deductions in contract price will be accomplished as follows:

a. Non-collection of bulk containers: For each missed container that is not reperformed, the unit price for the corresponding SubCLIN for Extra Collections (X003AA and/or X003AB) will be deducted from the monthly invoice. For example, if during the Base Year, a 6 CY container was missed and not recollected before the next scheduled collection date, the unit price for SubCLIN 0003AA would be deducted in the next invoice.

b. Non-collection of Military Family Housing units: For each missed container that is not reperformed, this item will be priced per household in the following manner: The total annual amount for the MFH CLIN (X002) will be divided by 52 weeks to arrive at a weekly price. This result is then divided by 1287 (# of housing units) to arrive at the weekly price. This price is divided by two (number of collections per week). The resultant price is the price that will be deducted per household for each missed collection.

FAR 52.216-4 Economic Price Adjustment -  
Labor and Material

(JAN 1997)

As prescribed in 16.203-4(c), when contracting by negotiation, insert a clause that is substantially the same as the following clause in solicitations and contracts when the conditions specified in 16.203-4(c)(1)(i) through (iv) apply (but see 16.203-4(c)(2)). The clause may be modified by increasing the 10-percent limit on aggregate increases specified in subparagraph (c)(4), upon approval by the chief of the contracting office.

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rate of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer,

Dated 6 Jan 00

supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under subparagraph (c)(3) of this clause. The Contracting Officer shall modify this contract

(1) to include the price adjustment and its effective date and

(2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for --

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in rates or unit prices other than those shown in the Schedule; or

(iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

**THIS CLAUSE ONLY APPLIES TO CLIN NUMBERS 0004, 1004, 2004, 3004, 4004, 5004, 6004.**

(End of Clause)

Dated 6 Jan 00